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 Attorney for Defendants, Spiliadis Management, LTD
 and Managed Business Services, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DAMIAN COLE,)	Case No.: 2:21-cv-00334-JCM-VCF
)	
Plaintiff,)	
)	
vs.)	STIPULATION AND ORDER
)	REGARDING VOLUNTARY
)	DISMISSAL OF MANAGED
SPILIADIS MANAGEMENT LTD., a)	BUSINESS SERVICES, INC.
Nevada Corporation; MANAGED)	
BUSINESS SERVICES, INC., a Nevada)	
Corporation; DOES I-X; and ROE)	
Business Entities I-X,)	
)	
Defendants.)	

This Stipulation is entered into by and among Damian Cole (“Plaintiff”),
 Managed Business Services, Inc. (“Managed Pay”) and Spiliadis Management Ltd.
 (“Milos”) with regard to the above referenced matter.

I. UNDERSTANDING

The purpose of this Stipulation is to set forth the understanding and agreement
 of Managed Pay, Milos, and Plaintiff with regard to the basis for a voluntary dismissal
 of Managed Pay, without prejudice to refileing a claim against Managed Pay. As a basis
 for Plaintiff’s filing of a voluntary dismissal without prejudice, the parties agree to the
 following:

1 **II. WHEREAS:**

2 Managed Pay and Milos represent that Managed Pay and Milos have been
3 party to a Professional Employer Organization Client Service Agreement (“Service
4 Agreement”); and

5 WHEREAS, Plaintiff, Milos, and Managed Pay wish to, at this time, not litigate
6 the issue of whether Managed Pay functioned as an employer within the meaning of the
7 allegations of the Complaint in this matter (“Complaint”) and whether Managed Pay
8 exercised direction and control over Plaintiff or over any of the other employees working in a
9 professional employer organization (“PEO”) relationship pursuant to the Service
10 Agreement between Milos and Managed Pay; and

11 WHEREAS, Managed Pay and Milos represent that during the period of time
12 the Service Agreement has been in effect Managed Pay has only performed traditional
13 PEO services, as more particularly described in the Service Agreement.

14 **III. NOW THEREFORE:**

15 Defendants Managed Pay and Milos represent:

16 1. Milos represents that during the period of time the Service Agreement
17 has been in effect, Managed Pay has only performed traditional PEO services for
18 Milos, which include the provision of payroll administration, the provision of workers’
19 compensation insurance, and the provision of human resources and other services as
20 more particularly described in the Service Agreement, and that Milos maintained
21 direction and control over Plaintiff and over all other employees working at Milos who
22 were employed in a PEO relationship with Managed Pay during all periods applicable
23 to the Complaint.
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1 2. Managed Pay and Milos represent that at all times during the period of
2 time that the Service Agreement has been in effect, Managed Pay has never functioned
3 as an “employer” of any Milos employee, including Plaintiff, within the meaning of the
4 allegations of the Complaint, and that Managed Pay has not at any time exercised
5 direction and control over Plaintiff or over any other employee of Milos working in a PEO
6 relationship with Managed Pay.

7
8 3. Milos stipulates that, without admitting any liability, at all times material
9 to the Complaint, Milos and not Managed Pay, functioned as an employer of Plaintiff
10 and the other employees working in a PEO relationship with Managed Pay.

11 4. Without admitting to or agreeing with the previously stated
12 representations of the Defendants in this case, Plaintiff agrees to dismiss Managed Pay
13 from this case without prejudice. To the extent it is necessary or desired by Plaintiff to
14 name Managed Pay as a party to this action in the future, Managed Pay stipulates and
15 agrees not to argue or assert any of the following defenses to it being re-named or
16 included as a party: waiver; estoppel; laches; failure to join necessary or indispensable
17 parties; or statute of limitations, with regard to any aspect of the Complaint as it currently
18 exists, unless such defenses were already available to Managed Pay at the time of the
19 initial filing of the Complaint. It is understood by the parties that Plaintiff does not
20 stipulate to any of the claims, defenses, or representations made by Defendants in
21 paragraphs 1-3 in this Section **III**.

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24 5. Managed Pay agrees that after it is voluntarily dismissed, it will be
25 subject to written discovery requests and deposition notices as though it was a party to
26 the above referenced action.

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1 6. Plaintiff will file a notice of voluntary dismissal without prejudice as to
2 Managed Pay with regards to the Complaint on or before April 19, 2021.

3 7. Each party shall bear its own fees and costs incurred through the filing
4 of the voluntary dismissal of the Complaint contemplated by this Stipulation.

5 IN WITNESS WHEREOF, Plaintiff, Milos and Managed Pay have herewith
6 caused this Stipulation to be executed the date and year below written.

7 Dated this 13th day of April, 2021.

8 AGREED TO BY:

9 FISHER & PHILLIPS

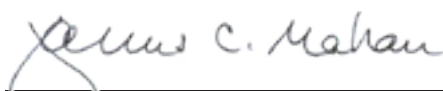
10 KEMP & KEMP

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23 **ORDER**

24 **IT IS SO ORDERED:**

25 

26 _____
27 U.S. DISTRICT COURT JUDGE

28 April 16, 2021

DATED